

1904-032 Chancery Causes: J. G. C. Flanary + Bro] vs. Catherine Lunsford &c
Lee Co.

Flanary, Early, Ward

CA-Contract Dispute
T-Property

-Deed

To the Honorable H.A.W.Skeen, Judge of the Circuit Court
of Lee County, Virginia:

Humbly complaining your Complainants, J.J.C. Flanary and
E.S. Flanary, would respectfully represent and show unto your honor
that some time before the year 1896, that they were seized and
possessed of, and entitled to a good fee Simple estate in and to certain
land lying in the County of Lee and State of Virginia; your Complainants
being so seized and possessed, and being desirous to sell the same
~~drop on~~ The 7th day of August 1896, contract with one Catharine Lunsford,
for the sale of said land to her; at which time the said Catharine
Lunsford and J.H. Lunsford, did agree to purchase the said lands of
your Complainants at the price of Fifteen hundred dollars; a title
Bond was executed, by your Complainants to the said Catharine Lunsford,
and delivered to her, in the penalty of Three thousand dollars agreeing
to make to the said Catharine Lunsford a good and sufficient deed
to said lands when the whole of the purchase money was paid.

Your Complainants allege that all the aforesaid purchase
money has been paid, except the amount of Five hundred and forty
two dollars (542.), which is evidenced by the bond of the said J.H.
Lunsford and Catharine Lunsford, executed on the 7th day of Aug.
1896, and payable in five equal annual installments, all bearing interest
from Jan. 1st '1897, and to be paid Jan. 1st '1898, Jan. 1st '1899, Jan.
1st '1900, Jan. 1st '1901, Jan. 1st '1902, said bond or note was executed
by J.H. and Catharine Lunsford to your complainants as partners in
trade under the style of J.J.C. Flanary & Bro. the whole of said bond
is now due, and is here filed as exhibit "A" and asked to be treated
as part of this bill.

And your Complainants further sheweth unto your honor, that
~~that~~ in performance of said agreement, they did on the ___ day of Jan.
190_, execute a good and sufficient deed of conveyance, conveying the
said land to the said Catharine Lunsford, and tendered the same to
her, the said Catharine Lunsford, and that at that time, as now, your
Complainants were possessed of a good, fee simple title to the land,
thereby, intended to be conveyed; that the said Catharine Lunsford
and J.H. Lunsford, refused to comply with their part of the Contract
by refusing to pay your Complainants the residue of the purchase
money; and they, the said J.H. and Catharine Lunsford still refuses

to comply with the said contract, though they have been several times applied to by your Complainants, to comply with the same.

Your Complainants allege that the aforesaid described amount is yet due, owing, your Complainants, on the purchase of said lands, and unpaid; that said lands sold to the said Catharine Lunsford is specifically described in the deed made, executed and tendered by the Complainants, to said Catharine Lunsford, and which is here filed with this bill, as an escrow, and to be delivered to Catharine Lunsford when the residue of Complainants purchase money aforesaid, is fully paid. Your complainants ask that the description of the said land, in the escrow deed, be made and treated as part of this bill.

Your Complainants would further show your honor, that ~~they~~ have been informed believe and charge; that the said Catharine Lunsford, has sold or contracted to sell the aforesaid lands to, P.T. Early and R.R. Early, James B. Ward, Jr. and Bunavista Ward, who are in possession of said lands, but your complainants are not advised whether or not the vendees of Catharine Lunsford, have deeds from her, but said parties purchased with knowledge of your Complainants rights in the premises.

In tender consideration whereof, and forasmuch as your orator is remediless in the premises, save by the aid of a court of equity where matters of this kind are alone cognizable, your Complainants pray that the said Catharine Lunsford, J.H. Lunsford, P.T. Early, R.R. Early, James B. Ward Jr. and Bunavista Ward, be made parties defendant to this bill and answer the same but not on oath, that being waived; that the said agreement entered into between your Complainants and Catharine Lunsford, may be specifically performed and carried into execution, by the said Catharine Lunsford - your complainants hereby offering to perform the same on their part; that the said Catharine Lunsford and J.H. Lunsford, may be compelled to pay your Complainants the amount^t of residue, purchase money of said land, with interest on the several installments^t thereon, from the several periods when the said purchase money was due and payable, had the said Catharine Lunsford not failed to comply with her contract, your Complainants offering herein to convey by good and sufficient deed of conveyance, the said land to the said Catharine Lunsford; that your Complainants be granted a personal decree against the said J.H. and Catharine Lunsford for the amount of the bond here filed; and that said lands be sold to pay the

same; that proper process may issue, and that your Complainants may have such other further and general relief as the nature of ~~their~~ case may require, or to equity shall seem meet.

And your Complainants will ever pray, &c.

M. G. Ely. Jr. q.

one
\$542.⁰⁰

We or either of us bind our selves to
pay J. J. C. Flannery & Bros The sum of
five hundred and forty two Dollars
one fifth to be paid January 1st 1898
one fifth to be paid January 1st 1899
one fifth to be paid January 1st 1900
one fifth to be paid January 1st 1901
one fifth to be paid January 1st 1902
all of the above bearing interest from January
the 1st 1897 notes payable at any time that
the giver or endorser sees fit but ~~no part is~~
~~to run longer than~~ this note is given for
The James B. Ward bond this 7th of August
1896.

J. L. Gumpford (Seal)
Catherine ^{Ward} Gumpford (Seal)
~~mark~~

"a"

184-
J. J. C. Flannery and others P^{ff}.
vs. Bill in Chancery.

Catherine Lumsford and others Dep

1903 2nd February rules
bill filed & presented
as to Catherine Lumsford
P. T. Early, R. R. Early
J. B. Ward Jr. & Buenavista
Ward & D. N. as to them
" 1st March rules held the
last Monday in Feb by D. N.
Conf'd & Cause set for
hearing

To the Honorable H. A. W. Skeen, Judge of the circuit court
for Lee county, Virginia:

The joint and separate answer of P. T. Early and R. R. Early
to a bill in chancery exhibited against them and others in said court
by J. J. C. Flanary and E. S. Flanary:

These respondents, reserving to themselves the benefit of all,
just exceptions to the said bill, for answer thereto, or so much
thereof as they are advised that it material or necessary that they
should answer, answering, say:

That it is true, as respondents are informed and believe, that
the said plaintiffs for some time prior to the 7th day of August,
1896, were the owners of the tract of land mentioned in said bill,
and that on that day they contracted the same to the said Catherine
Lunsford, and executed to her their title bond, in the sum of three
thousand dollars, whereby they bound themselves to make to the said
Catherine a good and sufficient deed to the land so sold to her.

It is likewise true that the note mentioned in said bill and
filed therewith as exhibit "A" was executed to the said plaintiffs
as stated in their said bill by the said Catherine and J.H.Lunsforrd;
and that the same is wholly unpaid as your respondents are informed.

Respondents deny, however, that the said plaintiffs have ever
executed to the said Catherine Lunsford a good and sufficient deed
of conveyance, as required by the said title bond, and tendered the
same to her, but upon the contrary they allege and charge that the
deed which was tendered to her, if tendered at all, and which is
filed in escrow with the said plaintiffs' bill, is not a good and
sufficient deed, but is only a special warranty deed, when in fact
the deed contemplated by the said bond or contract of sale, is a deed
with covenants of General Warranty &c.

Respondents say it is true that they have purchased from the
said Catherine Lunsford a very large portion of the land which she
purchased from the said plaintiffs, and they are informed that the
said James B.Ward Jr. and Buenavista Ward purchased from said Cather-
ine the residue of the said tract of land; or perhaps, it would be

more in accordance with the facts to state that after her purchase of the said tract of land from the said plaintiffs, the said Catherine, or her son for her, first sold certain parcels of the said tract to the said James B. Ward, Jr., and Buena Vista Ward, and ^{she} afterwards sold the residue of the tract so purchased by her to your respondents.

Respondents further state that at the time they purchased from the said Catherine, she assigned and transferred to them the said title bond except as to the parcels ~~contracted~~ to the said James B. and Buena Vista Ward, and your respondent files herewith the said bond and the assignment thereof and pray that the same may be treated as a part of their answer.

Respondents further state that they agreed to pay to the said Catherine Lunsford the sum of twelve hundred dollars for the land which they purchased from her, or rather they agreed with her that they would pay to the plaintiffs the note here sued on as a part of the said twelve hundred dollars; and they allege that they have paid to her the whole of the said twelve hundred dollars except the amount due on the said note or bond to the plaintiffs.

Respondents further state that they are ready, willing and anxious to pay to the plaintiffs the amount due them as soon as the said plaintiffs ^{shall} have made to the said Catherine Lunsford a deed with General Warranty for said land, sold to her as aforesaid by them, and the said Catherine Lunsford ^{have} ~~shall~~ make ~~them~~ them a like deed for the land which respondents purchased from her as aforesaid. And in this connection respondents will state that they have had prepared a deed from the said plaintiffs and their wives to the said Catherine Lunsford, to which they believe she is entitled under said contract, and tendered it to one of the said plaintiffs and asked him to have same executed, but this he refused to do, and said deed is herewith filed. This occurred some two weeks ago.

Respondents further state that one of said complainants at that time however agreed with ~~xxxxxxx~~ these respondents that complainants would join in a deed with the said Catherine Lunsford, conveying to respondents with General Warranty the parcel of land which

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by deed with General Warranty,
your respondents, the parcel of land which they purchased from her. Accordingly respondents, at a considerable expense, had the tract of land which they purchased from the said Catherine surveyed, furnished a description of the same by metes and bounds to their attorney, and had a deed prepared pursuant to said agreement (which deed is herewith exhibited), and took the same to the said Catherine for execution when to their very great surprise, she informed them that said plaintiffs had procured from her an acceptance of the special warranty deed filed in escrow with their bill, and refused to execute the deed which respondents had had prepared. #

Now your respondents pray that the said plaintiffs be required to execute to the said Catherine Lunsford a deed with General Warranty for the land which they sold her; and that the said Catherine Lunsford be compelled to convey to your respondents, by deed with General Warranty, the parcel of land which they purchased from her, which they allege is correctly described in the deed last above mentioned and exhibited herewith.

Respondents further say that they have the money on hands with which to pay off the said note or bond when the said deeds are executed as above asked; that they desire to stop the running of interest on the said note; and therefore they ask to be allowed to pay the amount required into court, to be held under control of the court, until their title is perfected as above asked and prayed.

And now having answered as fully as they are advised it is material or necessary that they should answer, and here denying all allegations of said bill not hereinbefore admitted, explained or denied, respondents pray to be hence dismissed with their costs &c.

L. P. Hyatt, p.d.

And respondents say that they should not be prejudiced by the said acceptance of said deed, the said Catherine had no further interest in the land.

Know all men by these presents
I we J. J. & E. S. Flanary
are held and firmly bound unto
Catherine Lunsford in the sum of
Three Thousand Dollars to be void
on conditions that the said J. J. &
& E. S. Flanary makes or causes to
be made a good and sufficient
title to the land known as the James
B. Ward tract that is the amount
deeded to him by his father Samuel
Ward in his life time except
fifteen acres that John R. Ward
now lives on; for meets and bounds
see deeds. This 7th day of August

1896
attest

H. Young

E. S. Flanary

(Seal)

J. J. & E. S. Flanary

(Seal)

Has and in consideration of Twelve hundred
dollars in hand paid I here in assign
the within Title Bond to P.T. & R.M. Early
Except a certain tract sold to Benavista
Stard and James B. Stard (or) according to
the calls set forth in a certain title bond made
to them by John H. Lumsford -

bearing date December the first 1898.

Catharine ^{her} X Lumsford
mark

{ Seal }

H. M. Franklin

J. J. C. & E. S. Flauery
v } In Chancery
Catherine Lunsford et al.

Answer of P. J. &
R. R. Early.

Filed in open Court and
by leave thereof March
the 3rd 1903

A. B. Munsey Clerk

J. J. C. Flanary et al.,

Plaintiff.

vs.

(In chancery.)

Catharine Lunsford, et al.,

Defendant.

This cause came on this the 16th day of February, 1904, to be heard upon the papers formerly read in the cause, and was argued by counsel.

And it appearing to the court that the plaintiffs have made, executed and filed a deed as required by a former decree entered in this cause, and the plaintiffs, by M. G. Ely, their attorney, admitting in open court that the defendants P. T. & R. R. Early have paid to the said complainants the full amount of the note, or bonds, sued on, together with its interest and all costs which the said plaintiffs are entitled to recover from the said defendants, It is therefore adjudged, ordered and decreed that the said defendants, P. T. & R. R. Early may withdraw from the files of this cause, the said deed executed by the said ~~complainant~~ *plaintiffs and their* and his wife, to the said Catharine Lunsford, and that this cause be stricken from the docket.

stricken from the docket.

Wife to the said Catherine Dunford, and that this cause be

*J. J. O. Flannery et al
vs J. J. O. Flannery
Catherine Dunford et al*

Decree Final

Am. C.B. No 7, p 403

*Enter this decree
Filed 16th, 1904*

H. J. O. Flannery

argued by counsel.

to be heard upon the papers formerly read in the cause, and was

This cause came on this the ___ day of February, 1904,

Catherine Dunford, et al.,

vs.

(In chancery.

J. J. O. Flannery et al.,

Plaintiffs.

Defendants.

JONESVILLE, VIRGINIA, _____, 190_____

Virginia Lee County to wit: -

I, Catharine Lumsford, do hereby accept the within deed
filed with Chancery cause of J. J. C. Filmaray and others vs. myself and
others in the Circuit Court of Lee Co., as the same fully complies
with the contract of sale for the lands embraced thereon, and I further request
and direct that P. T. Ed R. R. Early, pay the residue of said purchase
money to J. J. C. Filmaray & Bros. as they have agreed to do, ^{and costs of said suit as per bill} This 21st day
of Feb. 1903.

Catharine Lumsford
attest: Amos Lawson
attest 2^d Amos Lawson

This Deed, Made this Twentieth day of January
in the year one thousand nine hundred and three between
J. J. C. Flanary, E. S. Flanary, Alice Flanary and Emily
Flanary, of Lee County, Va.

parties — of the first part, and
Catharine Lunsford, of Lee County, Va.

part of the second part—
Witnesseth: That in consideration of the sum of Fifteen
hundred. — — — — — Dollars, cash in hand paid
the receipt of which is hereby acknowledged.

the said J. J. C. Flanary, E. S. Flanary, Alice Flanary, and
Emily Flanary — — — — — doth grant unto the said Catharine

Lunsford — — — — — with Special Warranty, all
The following described tract of land, being the same land conveyed by Samuel
Ward and wife to James B. Ward on the 2nd day of May 1885, bounded as follows
to wit: Beginning on a Chestnut and Black oak in a line of Martin Dokes land, thence
N. 73 $\frac{1}{4}$ E. 70 poles to a Chestnut, thence N. 57 E. 34 poles to a Black oak, thence N.
5 $\frac{1}{2}$ W. 9 $\frac{1}{4}$ poles to a stake, thence N. 66 E. 17 poles to two Chestnuts, thence
N. 15 E. 12 poles to a stake, thence N. 23 W. 20 poles to a stake, N. 57 E. 24
poles to a stake, thence N. 49 E. 23 $\frac{3}{4}$ poles to a stake, thence N. 40, W.
33 poles to a stake, thence N. 71 E. 23 poles to an ash and two
red buds, — on the top of cane ridge, thence up the ridge N. 32 W.
23 poles to a Black Walnut, thence N. 14 W. 148 poles to a Chestnut
and black oak on the top of Powell's mountain, supposed
to be in a line of S. W. Young's land, thence with the top
of said mountain N. 85 W. 15 poles to two Chestnuts, thence N. 80
W. 22 poles to a Chestnut oak, then S. 82 W. 50 poles to a
Chestnut, thence S. 69 W. 22 poles to a Chestnut oak thence
S. 12 $\frac{1}{2}$ W. 29 poles to a White oak and Black gum, thence
S. 12 E. 38 poles to a Chestnut oak on the top of the end of a
~~Slope~~ mountain, thence S. 81 $\frac{1}{2}$ W. 29 poles to a stake, thence
S. 10 E. 223 poles to the Beginning, containing 239 acres more or
less. Except fifteen acres in this boundary on which John R.
Ward now lives, and being tract no. 1, conveyed to the parties
of the first part, by W. S. Mathews Commissioner, said deed being
of record in County Court Clerk's office of Lee County, Va. Deed. no. 32. P. 451-2-3—
to have and to hold with all its appurtenances forever unto the party
of the second part,

The said J. J. C. Flanary and E. S. Flanary, convey only just such title as was conveyed to them by Commissioners W. S. Mathews and

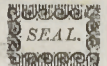
covenant that they have the right to convey the said land to the grantee; that they have done no act to encumber the said land; that the grantee shall have quiet possession of the said land, free from all encumbrances, and that they, as for as the parties of the first part are concerned, have title the said part of the first part, will execute such further assurance of the said land as may be requisite to make said title good and sufficient on their part.

Witness the following signature and seal.

E. S. Flanary



Emily Flanary



J. J. C. Flanary



Alice Flanary

Seal

State of Virginia,

I, County of Lee to-wit:
J. B. Barker a Justice of the
Peace

for the County aforesaid, in the State of Virginia, do certify
that J. J. C. Flanary, E. S. Flanary, Alice Flanary and Emily
Flanary — whose names are signed to the foregoing writing,
bearing date on the 20th day of January 1903, have acknowledged
the same before me in my County aforesaid.

Given under my hand this 30th day of January 1903.
J. B. Barker J.P.

MEMO.—To be acknowledged before any officer authorized to take acknowledgments.

to-wit:

In the office of _____ the _____ day of

_____ 19____. This deed was presented and, with the certificates
annexed, admitted to record at _____ o'clock _____ M.

Teste:

Clerk.

J. J. C. Flanagan & wife.
E. S. Flanagan & wife.

to

Deed

OF BARGAIN AND SALE

Catharine Lunsford.

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Presented in Office, and with certificate
admitted to record at o'clock M.

Clerk.

Court of

Recorded Deed Book

Page and

Fee, - - - \$

Tax, - - -

\$

THIS DEED, made and entered into on this the 23rd day of February, 1903, by and between J. J. C. Flanary and Alice Flanary, his wife, E. S. Flanary, and Emily Flanary, his wife, Catharine Lunsford, ~~John H. Lunsford and _____ Lunsford~~, his wife, all of Lee County, Virginia, parties of the first part, and P. T. Early and R. R. Early, of the same County and State, parties of the second part:

W I T N E S S E T H :

Whereas the said J. J. C. and E. S. Flanary on the 7th day of August, 1896, executed to the said Catharine Lunsford their bond in the sum of three thousand dollars, conditioned that the said J. J. C. & E. S. Flanary should make or cause to be made to her a good and sufficient title to the land known as the James B. Ward land, that is, the amount deeded to him by his father, Samuel Ward in his lifetime, except fifteen acres that John R. Ward then lived on; and

Whereas the said Catharine Lunsford by writing on the back of said bond signed by her, in consideration of the sum of twelve hundred dollars, assigned the said title bond to the said P. T. & R. R. Early, except a certain tract sold to Buenavista Ward and James B. Ward, Jr., according to the calls set forth in a certain title bond made to them by John H. Lunsford, bearing date December 1st, 1898; and

Whereas the said P. T. & R. R. Early on the date of the assignment aforesaid paid to the said Catharine Lunsford the sum of five hundred and twenty-eight of the twelve hundred dollars mentioned therein, and assumed to pay to the said J. J. C. & E. S. Flanary the residue of the said twelve hundred dollars, being the sum then due by the said Catharine Lunsford to the said Flanarys on the purchase price of fifteen hundred dollars which she agreed to pay to them for the land mentioned in said title bond; and

Whereas the said P. T. & R. R. Early have this day paid to the said J. J. C. and E. S. Flanary the said balance of said purchase price, amounting to seven hundred and forty-one dollars and eighteen cents, including interest:

Now, therefore, in consideration of the premises and the said sum of twelve hundred ^{dollars} paid as aforesaid, the receipt of which is hereby

acknowledged, the said parties of the first part, pursuant to and in obedience with the said title bond and the assignment of same, do hereby grant and convey unto the said parties of the second part, with General Warranty, all that certain tract or parcel of land, lying and being in Lee County, Virginia, in Rocky Station Magisterial District, on the head waters of Wallen creek, being the same tract of land which was conveyed to James B. Ward by Samuel Ward by deed dated the 2nd day of May, 1885, and recorded in Lee County Deed Book No. 21, page 414, except the John R. Ward piece supposed to contain fifteen acres and the parcel sold to Buenavista Ward and James B. Ward, Jr., which is described in a title bond made to them by John H. Lunsford, dated December 1st, 1898, and the tract hereby conveyed is bounded and further described as follows, to-wit:

Beginning at a stake, corner to Buenavista Ward's fifteen acre tract (being the fifteen acres excepted in the title bond aforesaid), and running thence N. $73\frac{1}{2}^{\circ}$ E. 18 poles to a chestnut; thence N. 57° E. 34 poles to a black oak; thence N. $5\frac{1}{2}^{\circ}$ W. $9\frac{1}{2}$ poles to a stake; thence N. 66° E. 17 poles to two chestnuts; thence N. 15° E. 12 poles to a stake; thence N. 23° W. 20 poles to a stake; thence N. 57° E. 24 poles to a stake; thence N. 49° E. $23\frac{3}{4}$ poles to a stake; thence N. 40° W. 33 poles to a stake; thence N. 71° E. 23 poles to an ash and two red buds on the top of Cave ridge; thence up the ridge, N. 32° W. 23 poles to a black walnut; N. 14° W. 148 poles to a chestnut and black oak on the top of Powells mountain, supposed to be in a line of G.W. Young's land (now Harvey Young's); thence, with the top of said mountain, N. 85° W. 15 poles to two chestnuts; N. 80° W. 22 poles to a chestnut oak; S. 82° W. 50 poles to a chestnut; S. 69° W. 22 poles to a chestnut oak; S. $12\frac{1}{2}^{\circ}$ W. 29 poles to a white oak and black gum; S. 12° E. 38 poles to a chestnut oak on the end of said mountain; thence S. $81\frac{1}{2}^{\circ}$ W. 29 poles to a stake; thence S. 10° E. 32 poles to a hickory; thence due East 20 poles to a big hollow poplar; thence S. $29\frac{1}{2}^{\circ}$ E. 78 poles to a small poplar sprout on top of a spur; thence S. $1\frac{1}{2}^{\circ}$ W. 82 poles to a stake near a small cedar; thence S. 72° E. 8 poles to a stake on a spring branch; thence S. $1\frac{1}{2}^{\circ}$ E. 34 poles) to the beginning, con-

taining 180 acres, more or less.

To have and to hold the said tract or parcel of land, together-
with all the appurtenances thereunto belonging unto the said parties
of the second part, their heirs and assigns forever.

And the said parties of the first part covenant to and with
the said parties of the second part that the said tract of land is
free from all incumbrances; and that they will forever warrant and
defend the title thereto unto the said parties of the second part,
their heirs and assigns, against the claim or claims of any and all
persons whomsoever.

Witness the following signatures and seals.

_____, (SEAL.)
_____, (SEAL.)
_____, (SEAL.)
_____, (SEAL.)
_____, (SEAL.)
_____, (SEAL.)
_____, (SEAL.)

Virginia, Lee County, to-wit:

I, _____ a _____
within and for the county and state aforesaid, do hereby certify
that _____

_____, whose
names are signed to the foregoing writing, bearing date on the 23rd
day of February, 1903, have each acknowledged the same before me in my
county aforesaid.

Given under my hand this the _____ day of February, 1903.

J. J. C. + E. S. Flauary
+ { In Chancery
Catherine Lumsford et al.

deed "2" with answer
of P. T. + R. R. Early.

The Commonwealth of Virginia:

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, that you summon *J. H. Lunsford, Catherine Lunsford,*
P. T. Early, R. R. Early, James B. Ward Jr and Buenavista
Ward

to appear at the Clerk's office of the Circuit Court of the County of Lee at the rules
to be held for the said Court, on the *3rd* Monday in *February* 190*3*,
to answer to a bill in chancery, exhibited against *them* in our said Court by
J. J. C. Flanary and E. S. Flanary partners doing
business under the name of J. J. C. Flanary & Bro

And have then there this writ. Witness. A. B. MUNSEY, Clerk of our said Court, at
the court-house, the *20th* day of *January* 190*3*, and in the
12 *7th* year of the Commonwealth.

A. B. Munsey Clerk

Executed Feb the 4th 1903. by
delivering a true copy of the within
Writ: To Catherine Lunsford P.T. Earley
B.E. Earley James B. Wood Jr and
Benavida Wood. J. W. Hall C.T.

For W. F. Mulleham J.C.C.

J. J. C. Flannery & Bro

vs.

}

SUBPOENA
IN
CHANCERY.

J. H. Lunsford et als

M. S. Ely p. q.

To 2nd February Rules

1903, Lee Circuit Court.

The Commonwealth of Virginia:

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, that you summon *J. H. Lunsford, Catherine Lunsford,*
P. L. Early, R. R. Early, James B. Ward Jr. and Buenavista Ward

to appear at the Clerk's office of the Circuit Court of the County of Lee at the rules
to be held for the said Court, on the *3rd* Monday in *February* 190*3*,
to answer to a bill in chancery, exhibited against *them* in our said Court by
J. J. C. Flanary and E. S. Flanary partners doing business
under the name of J. J. C. Flanary & Bro

And have then there this writ. Witness. A. B. MUNSEY, Clerk of our said Court, at
the court-house, the *20th* day of *January* 190*3* and in the
12 *7th* year of the Commonwealth.

A. B. Munsey Clerk

vs.

}

SUBPOENA
IN
CHANCERY.

p. q.

To Rules

Lee Circuit Court.

The Commonwealth of Virginia:

Hise

To the Sheriff of the County of ~~Lee~~, Greeting:

again

WE ^{again} COMMAND YOU, that you summon

*Catherine Lunsford, J. H. Lunsford,
P. T. Early, R. R. Early, Buena Vista Ward and James B. Ward, Jr*

to appear at the Clerk's office of the Circuit Court of the County of Lee at the rules
to be held for the said Court, on the *3d* Monday in *May* 190*3*,

to answer to a bill in chancery, exhibited against *them* In our said Court by

*J. J. L. Flanary & E. S. Flanary, partners in trade under
the firm name of J. J. L. Flanary & Bros*

And have then there this writ. Witness. A. B. MUNSEY, Clerk of our said Court, at

the court-house, the *18th* day of *March* 190*3* and in the

12 *7th* year of the Commonwealth.

A. B. Munsey clerk

J. J. C. Flanary & Bro

Alias
SUBPENA
IN
CHANCERY.

vs. }

J. H. Lunsford et al

M. S. Ely

p. q.

To 2nd May

Rules

Lee Circuit Court.

Big Stone, Ark. Va March 23 1903
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 1903 of B. B. Allen, bar stable at
 Wise to Va
 vs. Mary Ann E. Tourt: The above return this day answer to before me
 by J. D. Carter, July 11-1903 Chicago (Adell, Notary Public, Lee County, Va